



Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc., etc.	)	
	)	
In the Matter of	)	CC Docket No. 00-251
Petition of AT&T Communications of	)	
Virginia Inc., etc.	)	

**VERIZON VA'S REBUTTAL TESTIMONY ON NON-MEDIATION  
ISSUES**

(CATEGORIES I AND III THROUGH VII)

**UNBUNDLED NETWORK ELEMENTS**

- MARGARET DETCH
- SUSAN FOX
- STEVE GABRIELLI
- NANCY GILLIGAN
- RICHARD ROUSEY
- ALICE SHOCKET

AUGUST 17, 2001

**UNBUNDLED NETWORK ELEMENTS PANEL**

**REBUTTAL TESTIMONY**

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**UNBUNDLED NETWORK ELEMENTS PANEL**

**REBUTTAL TESTIMONY ON NON-MEDIATION ISSUES**

**I. INTRODUCTION**

**Q. PLEASE STATE YOUR NAME, YOUR POSITION, AND YOUR BUSINESS ADDRESS.**

**A.** (Margaret Detch) My name is Margaret Detch and my business address is 125 High Street, Boston, Massachusetts. I am a Senior Specialist at Verizon Services Group with product management responsibility for Unbundled Dark Fiber.

1 (Susan Fox). My business address is 2980 Fairview Park Drive, Falls Church, Virginia.

2 I am employed as a Product Manager in the Wholesale Marketing Organization in the  
3 Verizon Services Corp.

4 (Steve Gabrielli). My name is Steven J. Gabrielli. My business address is 600 Hidden  
5 Ridge, Irving TX. I am employed by Verizon Services Group as a Senior Product  
6 Manager – Local Services Marketing.

7 (Nancy Gilligan) My name is Nancy Gilligan and my business address is 125 High  
8 Street, Boston, Massachusetts. I am Senior Specialist Wholesale Markets in the Verizon  
9 Services Group.

10 (Richard Rousey) My name is Richard Rousey and my business address is 600 Hidden  
11 Ridge Boulevard, Irving, Texas.

12 (Alice Shocket). My name is Alice Shocket and my business address is 125 High Street,  
13 Boston, Massachusetts. I am the Local Number Portability Product Manager in the  
14 Verizon Services Group.

1   **Q.    ARE YOU THE SAME WITNESSES WHO FILED DIRECT TESTIMONY ON**  
2       **UNBUNDLED NETWORK ELEMENTS (UNE) IN THIS CASE ON JULY 31,**  
3       **2001?**

4   **A.    Yes.**

5   **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

6   **A.    We will rebut the direct testimony of WorldCom and AT&T regarding Verizon VA's**  
7       **provision of UNEs under the Telecommunications Act of 1996 (the Act) and this**  
8       **Commission's regulations promulgated thereunder. Specifically, we will address:**

9           Issue III-6--UNE Combinations

10          Issue III-11--Sub-loop

11          Issue III-12--Dark Fiber

12          Issues V-7, 12, 12A and 13--Local Number Portability

13          Issues V-3 and 4--UNE-P Routing and Billing

14          Issue III-9--Local Switching

15       This testimony does not address those issues that are being considered in the mediations  
16       that have taken place between the parties with the assistance of the Commission. To the  
17       extent those mediated issues are not resolved, we will address them in direct testimony to  
18       be filed on August 17, 2001.

19   **Q.    IN PREPARATION FOR YOUR REBUTTAL TESTIMONY, WHOSE**  
20   **TESTIMONY HAVE YOU REVIEWED?**

1 A. We have reviewed the direct testimony of E. Christopher Nurse, Michael Pfau, Robert J.  
2 Kirchberger, and William Solis testifying on behalf of AT&T. We have also reviewed  
3 the direct testimony of Chuck Goldfarb, Alan Buzacott and Roy Lathrop on behalf of  
4 WorldCom, Inc.

## 5 II. UNE COMBINATIONS (ISSUE III-6)

### 6 Q. WHAT IS AT&T SEEKING WITH REGARD TO UNE COMBINATIONS?

7 A. AT&T wants the Commission “to clarify” that Verizon VA must provide new  
8 combinations of UNEs that Verizon VA “ordinarily, commonly or regularly” combines  
9 for itself, irrespective of whether such combinations are currently combined in Verizon’s  
10 network. AT&T Witness Pfau at 2.

### 11 Q. WHAT IS AT&T’S RATIONALE FOR MAKING THIS REQUEST?

12 A. AT&T once again attacks the Eighth Circuit’s decision, contending that it makes a  
13 “wholly artificial distinction” between old and new combinations. *Id.* at 2-3. AT&T  
14 argues that the Commission ought to impose obligations “above and beyond” those in its  
15 regulations because, in its opinion, the Commonwealth of Virginia would be “best  
16 served” by such a ruling. AT&T Witness Pfau at 3. AT&T declares that the Commission  
17 should do this since “AT&T is not addressing those combinations that are novel, or not  
18 ordinarily combined by Verizon in its network.” *Id.* at 6.

### 19 Q. WHY DOES VERIZON VA OPPOSE AT&T’S PROPOSAL?

20 A. AT&T’s proposal ignores the law and several of the Commission’s rulings at the July 11,  
21 2001 Status Conference. The Commission’s rules only require Verizon VA to provide

1 combinations of UNEs to CLECs where those UNEs are already combined. Specifically,  
2 the governing Commission's rule requires only that Verizon VA "not separate requested  
3 network elements that [Verizon] **currently** combines." 47 C.F.R. § 51.315(b) (emphasis  
4 added). The Commission's rules that had required Verizon VA to combine UNEs that  
5 are not ordinarily combined in Verizon's network, 47 C.F.R. §§ 51.315(c)-(f), were  
6 vacated by the Eighth Circuit and are now on appeal to the Supreme Court. At the Status  
7 Conference, AT&T was instructed by the Commission to amend its proposed language so  
8 that it is "not challenging the 8<sup>th</sup> Circuit." Status Conference Tr. at 30. AT&T clearly  
9 has not attempted to comply with the Commission's requirement. Indeed, AT&T  
10 continues to argue that the Eight Circuit's decision on UNE combinations created  
11 "meaningless differences." AT&T Witness Pfau at 3. Just as AT&T did in the Status  
12 Conference, Witness Pfau contends that AT&T "is not asking this Commission to rewrite  
13 existing rules on 'currently combine[d]' UNEs. Rather, AT&T is asking this  
14 Commission to clarify that the 'currently combine[d]' standard, as used in the  
15 Commission's rules, includes such UNEs as are ordinarily, commonly or regularly  
16 combined in Verizon's network, whether or not they are actually combined for the  
17 particular customer or location that AT&T seeks to serve." *Id.* at 2 (emphasis added).

18 AT&T's characterization of its proposal strains credulity. AT&T asks the Commission to  
19 do exactly what AT&T was admonished not to do: request a rewrite of the Commission's  
20 rules on currently combined UNEs. AT&T Witness Pfau makes the absurd argument that  
21 the Commission ought not define "currently" as "currently" but, rather, should define  
22 "currently" as "ordinarily", "commonly" or "regularly"--in other words, assign to the  
23 word "currently" anything but the plain meaning of the word. *Id.* at 2. Quite simply, and

1 contrary to AT&T Witness Pfau's muddled argument, something that is "currently  
2 combined" necessarily must be "actually combined". The converse is also true.  
3 Something cannot be "actually combined" unless it is "currently combined."  
4 Accordingly, there is nothing "cramped" about Verizon VA's interpretation of applicable  
5 law and, contrary to AT&T Witness Pfau's contention, the legal distinction is quite  
6 meaningful. *Id.* at 3.

7 Moreover, AT&T Witness Pfau argues that the Commission ought to act like a state  
8 commission and establish obligations beyond the current law "in order to foster  
9 competition". *Id.* at 3-4. The Commission also rejected this argument in the Status  
10 Conference. The Commission told AT&T and WorldCom that "...this isn't going to be  
11 the forum for the commission to reconsider existing law.... We will look at the existing  
12 state of the law and apply that state of the law. And we won't take this opportunity to do  
13 what the commission could do. We will do that as the commission and not in the context  
14 of this arbitration to the extent that we change the law." Status Conference Tr. at 13.

15 Indeed in response to AT&T's argument on this UNE combination issue, Ms. Attwood  
16 stated, "...we would be disinclined to act beyond the authority of the FCC in acting like a  
17 state..." and "I can tell you we're disinclined to exercise that authority." *Id.* at 36.



1    **Q.     HOW WOULD AT&T IMPLEMENT ITS NEW UNE COMBINATION**  
2    **PROPOSAL?**

3    A.     AT&T proposes to scuttle the agreed-to Section 11.7.4<sup>1</sup> of the proposed AT&T-Verizon  
4         VA interconnection agreement (a 5 line provision) and substitute a new Section 11.7.4<sup>2</sup>

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<sup>1</sup> 11.7.4 [as previously agreed to by Verizon VA and AT&T] Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

<sup>2</sup> § 11.7.4 [newly proposed by AT&T] In addition to the Combinations of Network Elements furnished by Verizon to AT&T hereunder, Verizon shall combine or Verizon shall permit AT&T to combine any Network Element or Network Elements provided by Verizon with another Network Element, other Network Elements or other services (including Access Services) obtained from Verizon or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers. Verizon agrees to provide such combinations, subject only to charges for the direct economic cost of efficiently providing such combinations, if Verizon provides the same or similar combination of equipment, facilities and operational support that delivers functionality reasonably equivalent to the functionality to its own retail operations, an affiliate or other unaffiliated carrier. For those combinations requested by AT&T that Verizon asserts it does not ordinarily combine, Verizon may elect either to provide the combination, subject only to charges for the direct economic cost of providing the requested combination, or provide AT&T, or its duly authorized agent, with the access necessary for AT&T both to make the combination and to deliver service to its customer(s), in a timely manner. Verizon may only refuse to make or permit a combination if it can prove the combination represents a serious hazard to the operation of Verizon's network or personnel. Such a claim of potential harm and written substantiation of the basis and any other basis for Verizon's objection must be provided to AT&T within a reasonable time of AT&T's initial request for the combination. If the parties fail to agree on whether the combination must be provided, either party may subject the issue to binding arbitration.

When AT&T requests that Verizon either combine contiguous unbundled Network Elements or combine non-contiguous unbundled Network Elements in a manner different than that contemplated in this agreement, or in any previous Bona Fide Request from AT&T or any other Telecommunications Carrier, such request shall be handled through the Bona Fide Request process.

1 that runs on for almost a full page single spaced. AT&T Witness Pfau at 4-5. This new  
2 language adds concepts such as charges for “direct economic cost of efficiently providing  
3 such combinations;” a mandate for Verizon VA to provide a combination “not ordinarily  
4 combine[d]” unless it results in a “serious hazard” to Verizon VA’s network or  
5 personnel; and a provision that discusses combining “contiguous” and “non-contiguous”  
6 UNEs. In short, AT&T improperly has added a multitude of new issues related to UNE  
7 combinations rather than focus on the implementation of providing lawful combinations  
8 as requested by the Commission at the Status Conference:

9 Again, this would not be a place for us to change the decision of  
10 the 8<sup>th</sup> Circuit.... We’re seeking to do that in the Supreme Court.  
11 There is language that appears, as we read it, that would ask us to  
12 do what is contrary to what the 8<sup>th</sup> Circuit has asked.  
13 But there also seems to be language that asks us to implement  
14 existing combinations, for example, and legitimate implementation  
15 issues.

16 Status Conference Tr. at 26. AT&T’s new proposed § 11.7.4 goes far beyond the  
17 implementation of lawful UNE combinations.

18 **Q. HAS VERIZON VA ALREADY RESPONDED TO THE OPERATIONAL ISSUES**  
19 **RAISED IN THE HYPOTHETICALS LISTED ON PAGES 8-9 OF AT&T**  
20 **WITNESS PFAU’S TESTIMONY?**

21 A. Yes. As stated in Verizon’s Direct testimony, notwithstanding the current legal standard,  
22 Verizon VA will provide new combinations of UNE Platform at new and existing  
23 locations where facilities are available and currently combined, even though retail service  
24 has not been activated over those facilities, provided that no new construction is required  
25 to do so and the CLEC pays any non-recurring charges associated with activating the

1 facilities. *See* Verizon VA UNE Direct Testimony Panel (UNE Panel) at 4. Accordingly,  
2 AT&T may, in fact, provide new lines to existing customers and provide services to new  
3 customers when they move into a new home if facilities are available and currently  
4 combined.

5 **Q. WHAT DOES WORLDCOM PROPOSE?**

6 A. Like AT&T, WorldCom seeks to have the Commission require Verizon VA to combine  
7 UNEs that are not “currently combined” in Verizon VA’s network. Even the most  
8 cursory reading of WorldCom’s Direct testimony on this issue reveals an argument that is  
9 invalid. WorldCom argues that Rule 315(a) requires Verizon VA to provide WorldCom  
10 combinations of elements that may not be combined today to serve a particular customer  
11 but that are “ordinarily combined” in Verizon’s network. Goldfarb, Buzacott and  
12 Lathrop Panel (GBL Panel) at 7-8.

13 **Q. WHY IS WORLDCOM’S ARGUMENT INVALID?**

14 A. WorldCom’s reading of Rule 315(a) is strained, to say the least. Apparently, WorldCom  
15 claims that the Commission’s Rules 315(c)-(f) must have been superfluous on this point  
16 because their content--the requirement that Verizon VA combine for CLECs any  
17 uncombined UNEs--already exists in Rule 315(a). Verizon VA opposes WorldCom’s  
18 legal conclusions for the same reasons that Verizon VA opposes AT&T’s positions. The  
19 position is neither legally correct, nor consistent with the Commission’s admonitions in  
20 the Status Conference that it would not change the law in this arbitration.

1 **III. SUB-LOOP (ISSUE III-11)**

2 **Q. WHAT ISSUES ARE RAISED BY WORLDCOM IN ITS DIRECT TESTIMONY**  
3 **ON SUB-LOOPS?**

4 A. WorldCom raises one issue. It states that requiring access to a fiber-distribution interface  
5 (FDI) through an interconnection cabinet (COPIC) “may add an unnecessary link... and  
6 increase the potential for administrative problems....” GBL Panel at 29. WorldCom  
7 contends that since Verizon VA has direct access to the FDI, it is not providing non-  
8 discriminatory access to Verizon VA’s subloops.

9 **Q. IS VERIZON REQUIRED TO PROVIDE DIRECT ACCESS TO ITS FDI?**

10 A. No. Verizon VA provides CLECs with access to unbundled sub-loops at “accessible  
11 terminals” in Verizon VA’s outside plant as required by Rule 319(a)(2). Specifically,  
12 Verizon VA appropriately provides access to the FDI at the COPIC or, if the CLEC is  
13 collocated, at a remote terminal equipment enclosure. *See* § 5.3 of the UNE Attachment  
14 to Verizon VA’s proposed interconnection agreement. By providing such access to its  
15 FDI, Verizon VA is fully compliant with its legal obligation.

16 WorldCom’s allegations of increased costs and potential for administrative delays are  
17 misplaced. Verizon VA is required to provide access to its FDI and WorldCom must  
18 incur the costs for such interconnection and the accompanying legal obligations, such as  
19 complying with zoning laws and obtaining rights-of-way. The legal obligation to provide  
20 non-discriminatory access does not require the ILEC to incur these costs and  
21 administrative responsibilities when the CLEC interconnects with the ILEC’s network.

1 Verizon VA offers WorldCom the same access it provides to all CLECs and there is no  
2 discrimination in Verizon VA's practices.

3 **Q. WHAT ISSUES DOES AT&T RAISE IN ITS DIRECT TESTIMONY AS TO THE**  
4 **PROVISION OF SUBLOOPS?**

5 A. AT&T Witness Pfau focuses exclusively on inside wire in Multiple Tenant Environments  
6 (MTEs) and raises numerous operational issues in his testimony. Witness Pfau asserts  
7 generally:

- 8 a. Verizon VA's records of ownership of inside wire are  
9 deficient
- 10 b. Verizon VA impedes AT&T's access to MTEs by  
11 restrictive processes as to unbundling and cross-connection  
12 procedures
- 13 c. Verizon VA improperly requires its employees to perform  
14 the cross-connection.

15 AT&T Witness Pfau at 70-95.

16  
17  
18  
19 **Q. BEFORE RESPONDING TO THESE SPECIFIC ALLEGATIONS, WHAT IS**  
20 **YOUR OVERALL IMPRESSION OF WITNESS PFAU'S TESTIMONY ON**  
21 **VERIZON VA'S PROVISIONS REGARDING INSIDE WIRE?**

22 A. Witness Pfau seems to muddle the difference between Verizon VA's responsibility with  
23 respect to the network side of the MTE demarcation point and the CLEC's responsibility  
24 on the customer's side of the demarcation point. Virginia is a minimum point of entry

1 state (MPOE) and Verizon VA generally does not own inside wire;<sup>3</sup> the tenant/owner of  
2 the building owns the inside wire beyond the demarcation point. Verizon VA rightfully  
3 protects its network on its side of the demarcation point as well as preserves its ability to  
4 serve its customers within the MTE. To that end, a very simple but important principle  
5 evolves: Verizon VA works on its side (the network side) of the demarcation point, and  
6 the CLECs work on the customer side of the demarcation point. This is not to say,  
7 however, that the CLEC does not have access to the Verizon VA network side of the  
8 demarcation; it does have such access but the actual work on the network side of the  
9 demarcation point to provide this access will be performed by a Verizon VA employee or  
10 contract employee. This arrangement is fully consistent with the *First Report and Order*  
11 ¶¶ 392-394 and the *UNE Remand Order* ¶¶ 237 and 240 that allow for CLECs to obtain  
12 access to the network side of the demarcation point but grants no right to CLEC  
13 employees to tamper with the ILEC's network side of the demarcation point.

14 Verizon VA has established appropriate procedures in its CLEC Handbook, Vol. III,  
15 § 2.3 to explain the several methods by which a CLEC can obtain access to the  
16 customer's inside wire. Moreover, because requests for access to inside wire are  
17 necessarily site-specific, Verizon VA personnel usually field visit the MTE to discuss  
18 with the CLEC the necessary re-arrangement of facilities in order to facilitate access to  
19 the inside wire. Despite Witness Pfau's lengthy testimony, the facts do not support his  
20 complaints. In Virginia, access arrangements to inside wire have not been a contentious

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<sup>3</sup> Verizon VA owns inside wire only in some older, pre-1986, campus-style facilities in the form of inter-building cable. That cable is made available to CLECs when they serve customers located in those facilities.

1 issue and generally have been worked out between Verizon VA, the CLEC and the  
2 customer in mutually satisfactory arrangements. In fact, no formal complaint has ever  
3 been filed with the Virginia Commission regarding Verizon VA's assistance in providing  
4 CLEC's access to inside wire.

5 In short, AT&T fails to recognize that Verizon VA's published guidelines are meant to  
6 protect the integrity of the network for all customers. Verizon VA is not "the self-  
7 appointed gatekeeper for MTE access" (AT&T Witness Pfau at 66) but it is required to  
8 assure that reasonably adequate facilities are available to its customers. AT&T, despite  
9 its thirty plus pages of testimony on the issue of access to MTEs, fails to address Verizon  
10 VA's legitimate concerns about CLEC employees being allowed unrestricted access to  
11 Verizon VA's network in the field when they certainly are not allowed such access in the  
12 central office. AT&T misstates the Commission's intent when it implies that CLECs  
13 have been given authority to have their employees perform cross connections from the  
14 ILEC's network side of the demarcation point. Nowhere in the *First Report and Order* or  
15 the *UNE Remand Order* does the Commission provide that a CLEC's employees can  
16 perform work on an ILEC's network.

17 **Q. AT&T LISTS SEVERAL "EXAMPLE[S]" AS TO HOW VERIZON VA HAS "NO**  
18 **ESTABLISHED PROCESS OF SUPPORTING CLEC ACCESS TO ON-**  
19 **PREMISES WIRING." AT&T WITNESS PFAU AT 70. IS WITNESS PFAU**  
20 **CORRECT THAT VERIZON VA HAS NO PROCEDURES FOR ACCESSING**  
21 **INSIDE WIRE?**

1 A. No. Witness Pfau's hyperbole is bizarre. Verizon VA utilizes the provisions in its CLEC  
2 Handbook, Vol. III, § 2.3 Loop Unbundling, to provide access to inside wire. All  
3 CLECs, including AT&T, should be familiar with those provisions and there is no basis  
4 to assert that these provisions do not adequately support such access. Witness Pfau lists  
5 alleged deficiencies in Verizon VA's support of CLEC access to on-premises wiring, (*see*  
6 AT&T Witness Pfau at 71-87), but those complaints are off-the mark and simply attempt  
7 to impose inappropriate obligations upon Verizon VA. For example, Verizon VA is not  
8 obligated to keep records relating to whether the demarcation point has been moved at a  
9 building owner's request. CLECs can obtain such information from building owners. In  
10 addition, Verizon VA needs no process for determining the costs of unbundling on-  
11 premises wiring because Verizon VA generally does not own any in Virginia. Similarly,  
12 Verizon does not routinely inventory its on-premises wiring because Verizon VA does  
13 not own the inside wire. Finally, Verizon VA has no practice for uniquely identifying the  
14 on-premises wiring with particular cross connection to its network because there has been  
15 no need to do so.

16 **Q. DOES VERIZON VA AGREE WITH AT&T'S CHARACTERIZATION OF**  
17 **VERIZON VA'S "PRACTICE FOR LIMITING ACCESS TO ITS NETWORK IN**  
18 **MTES"? AT&T WITNESS PFAU AT 75.**

19 A. No. Verizon VA limits physical access to its facilities either by using separate rooms for  
20 its equipment or by using locked cabinets because CLECs (or any other customer) are not  
21 allowed access to the network side of the NID. This is consistent with Verizon VA's  
22 concerns about protecting its own network. Witness Pfau's point that the customer side  
23 of the NID is not secured (*see id.*) is accurate in that Verizon VA has no reason or



1 authority to limit access to terminals upon which the end users' wiring terminates: there  
2 is no reason for Verizon VA to restrict such access--CLECs and end users can access the  
3 inside wire at this point.

4 **Q. DOES VERIZON VA CHARGE CLECS A NID CHARGE FOR ACCESS TO**  
5 **INSIDE WIRE ON THE CUSTOMER SIDE OF THE NID?**

6 A. No. Contrary to AT&T's allegations (*see* AT&T Witness Pfau at 73-74), Verizon does  
7 not impose a NID charge when a CLEC gains access to inside wire on the customer side  
8 of the NID.

9 **Q. DOES VERIZON VA RESERVE "ON-PREMISES WIRING" AS ALLEGED BY**  
10 **AT&T WITNESS PFAU AT 86?**

11 A. No. Verizon VA does not reserve "the first pair to a unit" as alleged by Witness Pfau.  
12 Verizon VA terminates service to a customer from the central office once that customer  
13 initiates service by a CLEC. This in no way, however, impacts on the quality of service  
14 that may be provided by the CLEC.

15 **Q. AT&T CLAIMS THAT ONCE A CARRIER ESTABLISHES A FACILITY**  
16 **PRESENCE AT THE MTE, VERIZON VA SHOULD PLAY NO PART IN**  
17 **AT&T'S SERVICE DELIVERY TO ITS CUSTOMER. (SEE AT&T WITNESS**  
18 **PFAU AT 78) DOES VERIZON VA AGREE?**

19 A. Yes, Verizon VA agrees that Verizon VA is not involved in any work performed by  
20 the CLEC on the customer side of Verizon's NID or that performed at a CLEC-placed,  
21 stand-alone NID.

1    **Q.     AT&T CLAIMS THAT IT, NOT VERIZON, SELECTS AMONG**  
2       **TECHNICALLY FEASIBLE POINTS OF ACCESS TO ON-PREMISES WIRING.**  
3       **DOES VERIZON VA ALLOW CLECS TO MAKE SUCH DETERMINATIONS?**

4    A.    CLECs are permitted to suggest other technically feasible points of access to inside wire  
5           subject to the BFR process. A CLEC can identify other points to access inside wire and  
6           Verizon VA will review the request to determine if it is technically feasible. In the vast  
7           majority of cases, however, the parties agree to access inside wire through the NID.

8                                   **IV. DARK FIBER (ISSUE III-12)**

9    **Q.     WHAT ISSUES ARE RAISED BY WORLDCOM AND AT&T IN THEIR**  
10       **DIRECT TESTIMONIES ON “DARK FIBER” (ISSUE III-12(A)) ?**

11   A.    WorldCom contends that detailed rules are necessary in the Parties’ interconnection  
12           agreement to effect the Commission’s rules and decisions regarding dark fiber.  
13           WorldCom complains that Verizon VA reserves unused fiber strands for its own future  
14           needs but does not allow CLECs the same opportunity. WorldCom also claims that  
15           Verizon VA is denying a technically feasible method of accessing dark fiber when it  
16           denies WorldCom the right to access dark fiber via splice cases.

17           AT&T claims that Verizon VA is obligated to make unused dark fiber available to AT&T  
18           in the same manner as it is available to Verizon VA. AT&T also claims that Verizon VA  
19           reserves fiber for its own use and thus AT&T should be permitted to do so. AT&T  
20           argues that Verizon VA’s unbundling obligation is not limited to a particular transmission  
21           conductor type or technology and continues to advocate access to what it calls “unused  
22           transmission media.”

1   **Q.    HAS VERIZON VA ADDRESSED MANY OF THESE ISSUES IN ITS DIRECT**  
2   **TESTIMONY?**

3   A.    Yes. We presented direct testimony as to AT&T's inappropriate expansion of the term  
4    "dark fiber" to "unused transmission media" (UNE Panel at 15-16), the fact that Verizon  
5    VA does not reserve dark fiber for future use and thus CLECs may not reserve dark fiber  
6    (*see id.* at 16-18), the reasons for recommending an optional field survey of requested  
7    dark fiber (*see id.* at 23) and the provisioning process for dark fiber (*see id.* at 24).  
8    Accordingly, there is no need to address these issues further in this rebuttal testimony.

9   **Q.    AT&T WITNESS NURSE AT 5 ARGUES THAT VERIZON VA IMPOSES**  
10   **RESTRICTIVE LIMITATIONS ON ACCESS TO DARK FIBER. DO YOU**  
11   **AGREE?**

12   A.    No. Verizon's provisions for accessing dark fiber are fully consistent with the *UNE*  
13    *Remand Order*, ¶¶ 196-207, 325-330. The CLEC can order 3 types of dark fiber:  
14    interoffice facilities, loop and subloop. In all instances, one end of the dark fiber must be  
15    terminated at an accessible terminal in a Verizon VA's premises, such as a central office  
16    or remote terminal. This collocation termination is appropriate to facilitate testing,  
17    maintenance and service deployment.<sup>4</sup> None of these provisions should present a burden  
18    to a CLEC for the proper use of dark fiber.

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<sup>4</sup> The New York Public Service Commission recently held that access to dark fiber is achieved through collocation. ("For a CLEC to use dark fiber, it must collocate and provide the electronics; Verizon then implements the cross connections necessary to connect the dark fiber."). *In Digital Subscriber Line Services*, Opinion No. 00-12, Case No. 00-C-0127, 2000 N.Y. PUC LEXIS 866 (N.Y.P.S.C. October 31, 2000).

1   **Q.     WHY SHOULD DARK FIBER BE ACCESSED ONLY AT ACCESSIBLE**  
2   **TERMINALS?**

3   A.     Under the *UNE Remand Order*, Verizon is required to provide access to dark fiber at  
4     accessible terminals. Accessible terminals are defined by the Commission as “point[s] on  
5     the loop where technicians can access the wire or fiber within the cable *without removing*  
6     *a splice case to reach the wire or fiber within.*” *UNE Remand Order* at ¶ 206 (emphasis  
7     added).<sup>5</sup> In so ruling, the FCC noted that terminals “differ from splice cases, which are  
8     *inaccessible* because the case must be breached to reach the wires within.” *Id.* at ¶ 206,  
9     n. 395 (emphasis added). Therefore, the Commission expressly carved out splice points  
10    from the definition of “technically feasible” access points within the meaning of section  
11    251 of the Act. The Commission did so for good reason--repeatedly opening splice cases  
12    to provide access to individual fibers threatens the integrity of Verizon VA’s physical  
13    network, negatively affects the transmission capabilities of its fiber optic facilities, and  
14    poses operational risk to other services riding the fiber ribbon or cable.

15    Despite the Commission’s explicit pronouncements, both AT&T and WorldCom  
16    continue to argue for access to Verizon VA’s dark fiber at splice points. *See* GBL Panel  
17    at 33; AT&T Witness Nurse at 9-10. This position should be rejected.

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<sup>5</sup> *See also* 47 C.F.R. § 51.319(a)(2) (“The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in the incumbent LEC’s outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.”)

1 Q. IS DARK FIBER LIMITED TO EXISTING ROUTES OR IS VERIZON VA  
2 REQUIRED TO CREATE NEW ROUTES THROUGH SPLICING OR CROSS  
3 CONNECTS? (ISSUE III-12 (F))

4 A. Dark fiber is “unused loop capacity that is physically connected to facilities that the  
5 incumbent LEC currently uses to provide service, was installed to handle increased  
6 capacity, and can be used by competitive LECs without installation by the incumbent.”  
7 *UNE Remand Order*, ¶ 174 n. 323. As described in Verizon’s Direct Testimony, fiber  
8 that must be spliced together does not meet this definition because it is not physically  
9 connected to facilities and cannot be used by CLECs without further installation by the  
10 incumbent. (UNE Panel at 21-22) Effectively, AT&T is requesting that Verizon create a  
11 new facility that is not in existence today. There is no basis for that request.

12 The New York Commission recently addressed this issue in the *NY DSL Reconsideration*  
13 *Order*.<sup>6</sup> In that case, a CLEC, Conversent, moved for reconsideration and “sought a  
14 requirement that Verizon New York connect fiber pairs in order to create new routes.”  
15 *Id.* \* 7, which included a request that Verizon “connect the fiber at the intermediate  
16 office.” *Id.* fn. 25. The New York Commission found that “this requirement also goes  
17 beyond the FCC regulations.” *Id.* \* 7. Verizon VA’s interconnection agreements that  
18 result from this arbitration should contain a similar limitation on the creation of new fiber  
19 routes for CLECs.

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<sup>6</sup> *Re Digital Subscriber Line Services*, Order Granting Clarification, Granting Reconsideration In Part and Denying Reconsideration in Part, and Adopting Schedule, Case No. 00-C-0127, 2001 WL 322813 \*7 (N.Y.P.S.C. January 29, 2001) (*NY DSL Reconsideration Order*).

1   **Q.    AT&T ARGUES THAT VERIZON VA SHOULD BE REQUIRED TO ADD**  
2       **SUFFICIENT UNUSED TRANSMISSION MEDIA TO MEET ITS PROJECTED**  
3       **REQUIREMENTS WHEN VERIZON VA INSTALLS NEW FACILITIES. DOES**  
4       **VERIZON VA AGREE?**

5   A.   No. AT&T Witness Nurse at 9 states, “When Verizon installs such new transmission  
6       media or adds to existing transmission media, Verizon must add sufficient unused  
7       transmission media to meet the projected requirements of AT&T.” AT&T’s proposal has  
8       no legal basis. Verizon VA is only obligated to provide access to its existing network  
9       elements. The Eighth Circuit has made it clear that “subsection 251(c)(3) [of the Act]  
10      implicitly requires unbundled access only to an incumbent LEC’s existing network--not  
11      to a yet unbuilt superior one.”<sup>7</sup> Moreover, in the *UNE Remand Order*, the Commission  
12      held that “we do not require incumbent LECs to construct new transport facilities to meet  
13      specific competitive LEC point-to-point demand requirements for facilities that the  
14      incumbent LEC has not deployed for its own use.” *UNE Remand Order* at ¶ 148.  
15      Finally, in the Status Conference, the Commission stated flatly to AT&T that “we will  
16      look at the existing state of the law and apply that state of the law.” Status Conference  
17      Tr. at 13. The state of the law is that Verizon VA need not build new dark fiber facilities  
18      for AT&T.

19   **Q.    SHOULD AT&T BE PERMITTED TO SPLICE FIBER ITSELF?**

20   A.   Absolutely not. There is no basis for AT&T’s request.

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<sup>7</sup> *Iowa Utilities Bd.*, 120 F.3d at 813.

1 AT&T's language proposes that AT&T personnel should have unrestricted access to  
2 splice together fiber themselves to create dark fiber and to test dark fiber at any point.  
3 Verizon VA is not required to allow representatives from other companies unrestricted  
4 access to its network. Such unrestricted access would raise serious concerns regarding  
5 customer service, security, union relationships, accountability, and liability. It would also  
6 prevent Verizon VA from ensuring that it could track when AT&T or another CLEC  
7 utilizes fiber and should pay for it. Further, when AT&T accesses dark fiber at hard  
8 termination points, AT&T has the ability to perform testing from its side of the hard  
9 termination point, either within its own collocation space or at the demarcation point in  
10 its office or customer premises. Thus, AT&T or its designated personnel may perform  
11 such testing.

12 **V. LOCAL NUMBER PORTABILITY (ISSUES V-7, 12, 12A AND 13 AND**  
13 **SUPPLEMENTAL ISSUE VI-(D))**

14 **Q. BASED ON ITS DIRECT TESTIMONY, WHAT IS AT&T SEEKING WITH**  
15 **RESPECT TO LOCAL NUMBER PORTABILITY?**

16 **A.** AT&T seeks "reasonable committed timeframes for porting, an agreement to provide  
17 porting during off-hours, as Verizon provides for its customers, and a commitment to  
18 engage in a simple porting procedure that minimizes the risk that customers will lose  
19 their dial tone during the porting process." AT&T Witness Solis at 3.

1    **Q.    DOES VERIZON VA AGREE TO REASONABLE COMMITTED TIMEFRAMES**  
2    **FOR PORTING? (ISSUE V-12-A).**

3    A.    Yes. As described in Verizon VA's Direct Testimony and in Volume 3, § 5 of the  
4    Verizon VA CLEC Handbook, Verizon VA offers the following porting intervals:

5           Up to 50 lines:       3 business days

6           51-100 lines:       4 business days

7           101-200 lines:      5 business days

8           > 200 lines:        negotiated interval

9    Verizon VA also maintains these intervals on its website and is willing to reference the  
10   website for intervals in the Parties' ultimate interconnection agreement. Verizon VA  
11   utilizes the same intervals for all carriers and, accordingly, should not be required to  
12   agree to different -- and discriminatory -- intervals for AT&T.

13   **Q.    HAS AT&T DESCRIBED ANYTHING THAT IS UNREASONABLE ABOUT**  
14   **VERIZON VA'S PROPOSED PORTING INTERVALS?**

15   A.    No. AT&T sketches the steps it claims are necessary to implement number porting  
16   between local exchange carriers and then concludes that porting could occur as quickly as  
17   36 hours after an LSR is submitted. *See id.* at 4-5. But AT&T misrepresents the porting  
18   process relative to the timing issues. As described in the industry agreed upon Inter-  
19   Service Provider LNP Operations Flows, when a new subscription version is entered into  
20   the Number Portability Administration Center (NPAC), the confirming service provider  
21   has 18 business hours, measured by the operating hours of the NPAC, to concur or put



1 into conflict the telephone number to be ported (NPAC business hours are from 8:00 a.m.  
2 to 8:00 p.m., Monday through Friday excluding holidays), not merely 18 hours as AT&T  
3 suggests. *See id.* at 5. Therefore, AT&T's proposed three calendar day interval to port a  
4 POTS line conflicts with the industry agreed upon process. For example, if Verizon VA  
5 received an order on Thursday at 3:00 p.m. with a three calendar day interval resulting in  
6 a Sunday due date, assuming that a Firm Order Commitment (FOC) was sent back to  
7 AT&T immediately upon Verizon VA's receipt of the order and that the subscription  
8 version for the porting activity was created, the NPAC 18 business hour concurrence  
9 period would extend to Monday at 9:00 a.m. If the concurring subscription version was  
10 not submitted to NPAC by Sunday, AT&T would not be able to activate the port on  
11 Sunday. Accordingly, AT&T's proposed 3 calendar day interval is not consistent with  
12 the industry agreed upon processes.

13 Verizon VA's proposed intervals are compliant with industry guidelines for porting a  
14 simple POTS line. Those guidelines state that the three business day interval begins to  
15 run after receipt of the FOC. Since the carrier has 24 hours to return the FOC, the total  
16 interval is 4 business days. In practice, Verizon VA agrees to the 3 day interval for  
17 simple ports as Verizon VA times the interval from receipt of an accurate Local Service  
18 Request (LSR), not the transmission of the FOC to the requesting service provider. The  
19 guidelines do not specify an interval for multiple lines, but Verizon VA's are more than  
20 reasonable and consistent with industry practice for large orders. As noted in Verizon  
21 VA's Direct Testimony (UNE Panel at 24), the Local Number Portability Administration  
22 Working Group, at the request of the Commission and the North American Numbering  
23 Council, recently rejected requests that the industry guideline, including time to accept

1 the FOC, be reduced. If AT&T's contention is that Verizon VA's intervals are  
2 unreasonable, and if Verizon VA's intervals are compliant with Industry Guidelines (a  
3 fact undisputed by AT&T), AT&T must be alleging that compliance with industry  
4 guidelines is unreasonable. The Commission must reject such a position.

5 In a most odd way, AT&T actually provides explicit support for Verizon VA's position  
6 of 3 business days to port a POTS line. In response to the question, "Is it technically  
7 feasible to port simple POTS lines within three *calendar* days?" (emphasis added),  
8 AT&T states, "Yes. Qwest has recently agreed to a three-day porting interval for ports of  
9 less than five POTS lines." AT&T Witness Solis at 5. AT&T, however, included a  
10 portion of Qwest's web page that shows that Qwest has agreed to a three *business* day  
11 interval, not the three *calendar* day interval AT&T claims. *Id.* AT&T is, by all accounts,  
12 out of bounds in its request for a three calendar day interval for porting simple POTS  
13 lines.

14 **Q. ARE VERIZON VA'S OTHER PORTING INTERVALS REASONABLE? (ISSUE**  
15 **V-7).**

16 **A.** Yes. AT&T advocates, without evidentiary support, use of a 5 calendar day interval for  
17 porting customers with a large quantity of numbers. In some instances, however, 5  
18 business days is not enough. Verizon VA must determine what work is required and  
19 what resources are available before committing to a specific interval for large LNP  
20 requests. Verizon VA has explained its legitimate concerns on this issue (see UNE Panel  
21 at 28) and AT&T's mere assertions that Verizon VA's business practices can  
22 accommodate a significantly accelerated porting process should be rejected.

1 First, AT&T contends that Verizon VA has no incentive to negotiate a reasonable interval  
2 for large numbers of lines to be ported away from Verizon VA. AT&T Witness Solis at  
3 20. AT&T disregards Verizon VA's contractual obligations to negotiate an interval,  
4 pursuant to its lawful obligations under the contract. AT&T improperly assumes Verizon  
5 VA will negotiate in bad faith and disregard its contractual commitment.

6 Second, AT&T contends that it "needs predictability in the LNP provisioning process in  
7 order to effectively market its services." *Id.* at 21. As an example of Verizon VA's  
8 alleged unfairness, AT&T contends that Verizon VA "can inform the customer of a  
9 confirmed due date within seconds of placing the customer's order." *Id.* This example is  
10 silly and misses the point. AT&T fails to account for the complexities of determining an  
11 appropriate due date for large orders, such as determining the work that is necessary and  
12 the availability of resources needed to complete the work. It is illogical to argue that  
13 Verizon VA should be held to the same specific interval for ports that involve 101 lines  
14 and ports that could involve several thousand lines. AT&T contends that "force and  
15 load" complaints are not a material factor in determining the number of lines that require  
16 a negotiated interval. This is not necessarily true. A partial port may require significant  
17 network translations and rearrangement. For other ports, some work may be manual and  
18 require a technician to complete the translation work. Certain Direct Inward Dial (DID)  
19 numbers may require manual translation and Service Order Administration work.  
20 Verizon VA also must ensure that a very large request for a specific date does not  
21 overload the download links from NPAC causing problems with activations. Verizon  
22 VA may have other large ports that have been committed to and Verizon VA will have to  
23 ensure that the porting activity is not excessive for a given time period resulting in an

1 overload of the system. In short, porting large quantities of numbers requires large  
2 numbers of inputs and it is perfectly logical to utilize a negotiated interval.

3 **Q. CAN AT&T PORT NUMBERS DURING OFF-HOURS? (ISSUE V-12).**

4 A. Yes. As described in Verizon VA's Direct Testimony (UNE Panel at 27-28), although  
5 Verizon VA does not generally provide after hours or weekend porting for either CLECs  
6 or its retail general consumer and business services, it does offer a "weekend porting  
7 solution" so that, with a minimum of advance coordination with Verizon VA, AT&T can  
8 port numbers over the weekend without Verizon VA support.

9 AT&T contends that Verizon VA's solution is not sufficient in that it does not offer  
10 customers Sunday installations, may result in billing overlap, and could cause customer  
11 confusion regarding repairs. AT&T Witness Solis at 14. With respect to Sunday porting,  
12 Verizon VA is obligated to do no more than it does for itself. AT&T contends that  
13 Verizon VA should be required to "reconfigure its systems to accept an order for a  
14 Saturday or a Sunday port,... particularly in light of the fact that Verizon manages to  
15 provide its *retail* customers with weekend installation dates." AT&T Witness Solis at 8.  
16 Witness Solis attempts to equate the retail tariff "Premium Installation Appointment  
17 Charge" (PIAC) with weekend porting but he is off the mark. The PIAC allows retail  
18 customers to pre-arrange to have a technician dispatched to its location, subject to  
19 resource availability, and be charged at an hourly rate for the services rendered. Porting  
20 is different. No outside installation is required and weekend resources for porting would  
21 require different work groups to be available from those involved in installations.

1 AT&T's allegations regarding potential repair confusion should not be a concern.

2 Verizon VA customer records will clearly indicate that there is a port in progress and the  
3 new service provider is indicated. The Verizon VA technician has instructions on how to  
4 handle a maintenance report on a customer account that indicates there is a port in  
5 progress. Accordingly, AT&T need not be concerned about confusion if repairs are  
6 needed. AT&T's concerns about Verizon VA double billing is not a Verizon VA issue as  
7 Verizon VA follows industry standards and cannot change its billing records until the  
8 proper translations are completed in the switch.

9 Finally, not once in AT&T's lengthy description of its business needs does AT&T cite  
10 any legal obligation of Verizon VA to provide AT&T with a service that Verizon VA  
11 does not provide to its own customers-- namely off-hour porting for general business and  
12 residential customers. The New York Commission recently upheld Verizon VA's  
13 weekend porting proposal stating, "Verizon's offer to provide AT&T and other CLECs  
14 an unconditional ten-digit trigger appears to satisfy AT&T's desire for weekend porting  
15 activity. This offer should be formally executed in the new agreement." Order Resolving  
16 Arbitration Issues, *In re: Joint Petition of AT&T Communications of New York, Inc.,*  
17 *TCG New York Inc. and ACC Telecom corp. Pursuant to Section 252(b) of the*  
18 *Telecommunications Act of 1996 for Arbitration to Establish an Interconnection*  
19 *Agreement with Verizon New York Inc.,* New York Public Service Commission, July 30,  
20 2001, at 85. Verizon VA will formalize the weekend porting process in the  
21 interconnection agreement that will result from this arbitration.

1    **Q.    DOES AT&T ACCURATELY DESCRIBE THE CONCERNS RAISED BY**  
2    **VERIZON CONCERNING OFF HOURS SUPPORT?**

3    A.    No. AT&T claims that “[o]nly minimal modification to current methods and procedures  
4           would be necessary to provide technical support for those instances where porting is  
5           unsuccessful, thus requiring restoration of service to Verizon to assure the end-user  
6           maintains dial tone.” AT&T Witness Solis at 7. Contrary to AT&T’s characterization,  
7           this effort would not be “minimal.” First, if Verizon VA allowed weekend ports, it would  
8           need to know well in advance how many ports are scheduled for a particular weekend so  
9           that it could schedule its personnel to be available. To accomplish this, Verizon VA  
10          would have to revert to manual processing of the order, link the orders to a work force  
11          system that would calculate the required personnel and schedule people on an overtime  
12          basis, and set up a billing procedure to bill the CLEC for the support. Porting of a  
13          telephone number from Verizon VA to a CLEC does not have a comparable Verizon VA  
14          retail operational process and the modifications required for AT&T’s proposal would be  
15          significant and costly to implement.

16   **Q.    IS THIS SO-CALLED “LIMITED TECHNICAL SUPPORT” THAT AT&T**  
17   **SEEKS (AT&T WITNESS SOLIS AT 8) DIFFERENT FROM WHAT VERIZON**  
18   **VA CURRENTLY PROVIDES ITS OWN CUSTOMERS DURING OFF-HOURS**  
19   **TO CONDUCT REPAIRS?**

20   A.    Yes. Contrary to AT&T’s contention, the support for weekend porting is different from  
21          weekend repair support. Repair call centers are operational on a 24 X 7 basis.  
22          Depending on the nature of the repair report, Verizon VA is staffed to fix the problem

1 during non-business hours or during the next business day. If the repair involves an  
2 outage that impacts high volumes of calls or many customers such as a DS3 or a cable  
3 cut, Verizon VA has staff, or will call in the staff, to fix the problem during the non-  
4 business hours. For a general out of service report, Verizon will commit to fix the  
5 problem during the next business day when staff is available. The Verizon VA work  
6 centers required for weekend porting support are not, however, the same centers used for  
7 maintenance and repair. Weekend porting support would be required in the Regional  
8 CLEC Coordination Center (RCCC) and the Recent Change Machine Administration  
9 Center (RCMAC). The staffs in the RCCC and RCMAC are significantly reduced during  
10 non-business hours and would need to be augmented to support weekend porting.

11 **Q. SHOULD VERIZON VA BE REQUIRED TO RECEIVE CONFIRMATION FOR**  
12 **A PORT FROM NPAC PRIOR TO DISCONNECTING THE NUMBER AS**  
13 **URGED BY AT&T WITNESS SOLIS AT 15? (ISSUE V-13)**

14 A. No. Once again AT&T proposes that Verizon VA modify an existing practice only for  
15 AT&T. Notably, AT&T provides no legal authority for why Verizon VA should be  
16 required to receive confirmation for a port from NPAC prior to disconnecting the  
17 number. Verizon VA's current practice is entirely consistent with the Ordering and  
18 Billing Forum (OBF) industry standards for CLEC ordering requests and confirmations.  
19 AT&T is an active participant in OBF and should address in that forum any concerns it  
20 has with the industry standards. Moreover, Verizon VA disagrees with AT&T in how  
21 customers are better served with respect to this issue. AT&T's request to modify the  
22 existing processes could impair service quality for customers by putting their accounts in  
23 limbo, effectively creating billing and maintenance problems within Verizon VA. For

1 example, if an LNP order is dated for today, but no NPAC activation is received, under  
2 AT&T's proposal the pending Verizon VA disconnect would remain active. Under  
3 AT&T's proposal, Verizon VA would poll the "activate messages" on a daily basis to  
4 determine if the translations can be removed. If the end user calls Verizon VA three days  
5 after the scheduled due date to make a change to his service and no activate message had  
6 been received, Verizon VA would not be able to process the order because there would  
7 be a pending LNP order on the account. In essence the end user would, at that point,  
8 neither be a customer of Verizon VA nor AT&T.

9 In addition, contrary to AT&T's claim that it is "not a huge effort" (AT&T Witness Solis  
10 at 17) for Verizon to receive the NPAC confirmation of port completion before removing  
11 the customer's number from the switch, Verizon VA's ordering and provisioning systems  
12 do not interact with the system that receives the NPAC activate messages (LSMS). A  
13 process would need to be developed to have the ordering and provisioning system query  
14 the LSMS data base or receive a data file from the LSMS and match the file against the  
15 pending orders. At that time the order would then be released to the RCMAC to schedule  
16 the work in the switch. Without a mechanized process in place, the alternative would be  
17 to manually compare the thousands of pending LNP orders on a daily basis with the  
18 LSMS activate messages and reschedule the orders for completion. Both the  
19 development of a mechanized system and this manual process to reschedule the order  
20 would be a large work effort that Verizon VA need not undertake.

21 **Q. AT&T SUGGESTS THAT SINCE BELL SOUTH QUERIES NPAC'S SYSTEMS**  
22 **TO CONFIRM THE PORT COMPLETION BEFORE REMOVING THE**



1       **TRANSLATION THAT IT IS TECHNICALLY FEASIBLE FOR VERIZON VA**  
2       **TO DO SO. *ID.* IS THIS CORRECT?**

3    A.    No. BellSouth has an entirely different system for the LNP processes. Verizon VA built  
4       its systems to conform with the OBF ordering guidelines which uses the LSR and LSR  
5       supplemental orders for agreement on when work should be done. This is standard  
6       industry practice and enables Verizon VA to schedule the work in a logical manner, not  
7       waiting for confirmation of another service provider's completed work which may or  
8       may not occur on the agreed upon date and time.

9    **Q.    AT&T PROPOSES THAT VERIZON VA OUGHT NOT DISCONNECT THE**  
10       **PORTED NUMBER IN THE SWITCH UNTIL AFTER SEARCHING NPAC'S**  
11       **SYSTEMS TO VERIFY THAT THE PORT WAS SUCCESSFUL. *ID.* AT 19.**  
12       **WOULD SUCH EFFORTS BE PROHIBITIVE FOR VERIZON VA?**

13   A.    Yes. AT&T's practices may work for AT&T because it has relatively few accounts  
14       being ported away on a daily basis. Verizon VA, however, has thousands of accounts  
15       ported out daily and such a search procedure would heavily tax Verizon VA's resources.  
16       AT&T also does not explain what it would do if it does not find the NPAC confirmation.  
17       Would it continue to validate day after day until the NPAC confirmation turns up? How  
18       long after the due date would Verizon VA be asked to continue to search for the activate  
19       message? Does Verizon VA cancel the order after a certain number of tries? These are  
20       some of the difficulties that Verizon VA would face if forced to find NPAC approval.

1           **VI. UNE-P ROUTING AND BILLING (ISSUES V-3, V-4 AND V-4-A)**

2   **Q.   DOES VERIZON VA AGREE WITH AT&T THAT AT&T'S PROPOSED UNE-P**  
3       **COMPENSATION ARRANGEMENT "ENSURES FAIR AND EQUITABLE**  
4       **COMPENSATION FOR ALL INTRALATA CALLS"? (ISSUES V-4-A and V-3).**

5   A.   No. The entire spectrum of intercarrier compensation is fully before the Commission in  
6       CC Docket No. 01-92 *In the Matter of Developing of a Unified Intercarrier Regime* in  
7       which a Notice of Proposed Rulemaking was issued on April 27, 2001. The Commission  
8       made it clear in the Status Conference that it was "disinclined" to address issues under  
9       consideration in other pending dockets (Status Conference Tr. at 46) and this issue will  
10      get a full airing in that proceeding. Moreover, as pointed out in Verizon VA's direct  
11      testimony (UNE Panel at 33-37), a "bill and keep" compensation scheme for a single type  
12      of traffic, as advocated by AT&T, would be a piecemeal implementation of a significant  
13      change in intercarrier compensation and a pre-emptive volley into the pending  
14      rulemaking in CC Docket No. 01-92. This issue should be deferred, pending the  
15      Commission's full examination of the issues in CC Docket No. 01-92.

16   **Q.   HAS THIS SAME ISSUE BEEN DECIDED RECENTLY BY THE NEW YORK**  
17       **PUBLIC SERVICE COMMISSION (NYPSC)?**

18   A.   Yes. In the NYPSC's *Order Resolving Arbitration Issues* in Case 01-C-0095 (July 30,  
19       2001) (*NY Order*),<sup>8</sup> it discussed UNE-P Routing and Billing. *See NY Order* at 47-49.

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<sup>8</sup> *Joint Petition of AT&T Communications of New York, Inc., TCG New York Inc. and ACC Telecom Corp. Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc., Case 01-C-0095 (July 30, 2001).*

1 After discussing how AT&T and Verizon New York compensate one another for UNE-P  
2 transport and termination charges when a third-party carrier is involved in local calls to or  
3 from an AT&T UNE-P customer, the NYPSC decided not to change the existing  
4 arrangements:

5 Verizon also opposes any selective use of a “bill and keep”  
6 compensation arrangement for AT&T UNE-Platform customers.  
7 According to Verizon, this arrangement should only be used when  
8 the carriers are entitled to reciprocal compensation from each  
9 other. In this case, Verizon states it should receive reciprocal  
10 compensation for the calls it terminates from an AT&T end user;  
11 however, it claims AT&T should not receive reciprocal  
12 compensation for calls to UNE-Platform customers for whom  
13 Verizon provides the facilities and incurs the cost.  
14 In their respective positions on this matter, both parties have  
15 indicated that the current practices are working satisfactorily. It  
16 appears that only more difficulties would arise were we are to  
17 adopt one or the others changes to the existing practice.  
18 Accordingly, the Commission finds that the prevailing practices  
19 shall maintained in the new agreement.  
20

21 *NY Order* at 48-49. This further supports the Commission’s deferral of this matter from  
22 this proceeding into its general review of intercarrier compensation in CC Docket No. 01-  
23 92.

## 24 VII. LOCAL SWITCHING (ISSUE III-9)

25 **Q. WHAT ISSUES REMAIN WITH REGARD TO THE COMMISSION’S LOCAL**  
26 **SWITCHING EXEMPTION SET FORTH IN THE *SUPPLEMENTAL ORDER***  
27 ***CLARIFICATION TO THE UNE REMAND ORDER?***

28 A. AT&T witness Pfau has raised the issues of the definition of “end-user” and the 4-line  
29 limit for purposes of defining when Verizon VA may elect not to provide local switching  
30 as a UNE and the geographic territory within which the exemption may be applied.